

18. **SURVIVAL OF PROVISIONS.** Any provisions of this Agreement that by their terms have or may have application after the expiration or termination of this Agreement shall be deemed to the extent of such application to survive the expiration or termination of this Agreement. Examples of such provisions are paragraphs 8-11, 19-22, 25 and 26.
19. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous oral or written agreement between you and us relating to the hog production operation supplying hogs under this Agreement. This Agreement may be amended or supplemented only in writing by you and us, and not by any course of dealing or prior performance.
20. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.
21. **JURISDICTION AND VENUE.** All judicial proceedings and actions arising out of or relating to this Agreement shall be venued in the State Courts of Hennepin, Ramsey or Mower County in the State of Minnesota or the Federal Courts of the State of Minnesota. The parties consent to the personal jurisdiction of said courts and waive any argument that such forums are not convenient.
22. **MEDIATION.** The parties agree to the use of mediation to attempt to resolve any dispute between the parties arising out of or relating to this Agreement. The mediator shall have no authority to impose a settlement of any such dispute. Mediation shall be conducted pursuant to the Minnesota Civil Mediation Act, Minnesota Statutes, §§ 572.31 to 572.40.
23. **NO INVESTMENT.** Nothing in this Agreement requires you to make a capital investment in buildings or equipment that cost \$100,000 or more and have a useful life of five or more years.
24. **AUTHORIZATION.** Each party represents and warrants to the other party that it has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on each party's behalf certifies that he/she is duly authorized to execute this Agreement on behalf of such party.
25. **PERSONAL GUARANTY.** Unless you are a sole proprietorship, all of your obligations under this Agreement shall be personally guaranteed by all of the individuals who are your direct or indirect shareholders, partners, members or other owners (collectively, the "Guarantors"). No corporation, partnership, limited liability company or other entity may be a Guarantor. Rather, the individuals who directly or indirectly own each corporation, partnership, limited liability company or other entity that is one of your owners shall constitute Guarantors. All of the Guarantors must execute this Agreement, including all individuals who become one of your owners after you enter into this Agreement. In consideration of and as a material inducement to us to enter into this Agreement with you (for purposes of this personal guaranty, "this Agreement" shall include this Agreement and any modification, extension and amendment of this Agreement), the Guarantors agree as follows:
- (a) The Guarantors hereby absolutely and unconditionally guarantee the satisfactory performance by you of this Agreement in accordance with all its terms and